

> NDA, which we believe represents a fair compromise. Happy to discuss at a  
> time that is convenient to you. If there are open issues it might be  
> easier to discuss on the phone.

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>

> Specifically:

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> 1. Per your request, we added the word proprietary.

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> 2. Per your request, we put your non-use clause back into the  
> agreement. However, to mitigate our concerns re: the language being  
> incorrectly interpreted as a non-compete, we tightened the language around  
> the definition of the project and also added language making it clear that  
> the NDA was not intended to limit outside activities.

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> 3. It is important that we have the ability to discuss this project  
> with potential LPs and investors. Thus we have kept the reference to  
> "potential investors," however, we have added language stating that  
> (a) we'll notify Bloomberg if we disclose info to potential LPs and (b)  
> such partners will agree to the confidentiality agreement's terms.

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> 4. Per your request, we have added forced disclosure language.

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> 5. With respect to the regulatory language, Cantor provides admin  
> services to Global Gaming (and several other businesses). Some of your  
> confidential information will hit Cantor's servers in connection with  
> Global Gaming's evaluation of this opportunity. In the ordinary course  
> of our business, various regulatory agencies review our tape. They do not  
> tell us what they are reviewing and unfortunately we can't control them.  
> We have never had an issue on this point and we are hopeful that you can  
> get comfortable with it as well. This does not mean that Cantor  
> professionals not actively engaged on this matter will access your  
> information; and we have never had a situation, and I am not aware of any  
> other U.S. financial services company having had a situation, where a  
> regulatory body has disclosed confidential information.

>

> 6. Per your request, happy to backdate this NDA to the beginning of  
> March.

>

>

> Thank you.

>

> From: Occena, Estela T. [<mailto:EOccena@ICTSI.com>]

> Sent: Tuesday, May 24, 2011 11:06 AM

> To: Russell, Kevin

> Cc: Benny J. Tan; Rein, Jon

> Subject: Re: Cantor / Bloomberg NDA

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>

> Thank you Russell. Will wait for your confirmation.

>

> Regards,

>

> Estela Tuason-Occena

>

> Sent from my iPad

>

>

> On May 24, 2011, at 10:34 PM, "Russell, Kevin" <[KRussell@cantor.com](mailto:KRussell@cantor.com)>

> wrote:

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> I need to look at the NDA again, but I don't anticipate an issue  
> backdating the NDA.

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\_\_\_\_\_  
> Kevin Michael Russell  
> Vice President & Assistant General Counsel  
> Cantor Fitzgerald  
> 110 East 59th Street  
> New York, NY 10022  
> krussell@cantor.com | www.cantor.com  
> (212) 294-7824 | fax: (646) 304-2036  
>  
> From: Occena, Estela T. [mailto:EOccena@ICTSI.com]  
> Sent: Tuesday, May 24, 2011 10:37 AM  
> To: Russell, Kevin  
> Cc: Benny J. Tan; Rein, Jon  
> Subject: Re: Cantor / Bloomberg NDA  
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> Thank you Benny and Russell. Can we antedate the signing of the NDA as  
> we have been providing confidential information since March?  
>

> Regards,  
>

> Estela Tuason-Occena  
>

> Sent from my iPad  
>  
>

> On May 24, 2011, at 10:12 PM, "Russell, Kevin" <KRussell@cantor.com>  
> wrote:  
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> Thanks for the quick response.  
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> 1. Ok.  
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> 2. On the non-use, we have never accepted such a provision in an  
> NDA. Weâ?Tll discuss internally and revert back to you.  
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> 3. Weâ?Tll discuss internally and revert back to you.  
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> 4. You are not being subjected to regulations that impact cantor,  
> however, Cantor provides services to Global Gaming, including but not  
> limited to legal and financial advisory services (as a Representative of  
> the NDA).  
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> Weâ?Tll discuss points #2 and 3 internally and revert back to you.  
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\_\_\_\_\_  
> Kevin Michael Russell  
> Vice President & Assistant General Counsel  
> Cantor Fitzgerald  
> 110 East 59th Street  
> New York, NY 10022

krussell@cantor.com | www.cantor.com  
(212) 294-7824 | fax: (646) 304-2036

From: Benny J. Tan [mailto:sjtan@picazolaw.com]  
Sent: Tuesday, May 24, 2011 8:56 AM  
To: Russell, Kevin  
Cc: Occena, Estela T.; Rein, Jon  
Subject: Re: Cantor / Bloomberg NDA

Russel,

We have the following further comments below:

1. Our preference is to redact the word proprietary because it suggests that our business people might need to make a judgment on what is proprietary to you - how do they know? Instead we prefer to go with much broader language, simply stating that unless otherwise carved out in the NDA, everything you provide to us, proprietary or not, is kept confidential. I actually think that this broader language is beneficial to you, however, if you are more comfortable with the change that's fine.

BT Comments: This Confidentiality Agreement will apply only during this period when GGAM is evaluating whether it will sign up with Bloomberg or not. If GGAM signs the Management Services Agreement with Bloomberg, the confidentiality clause in that Agreement will supersede and replace this one. Under this context, and considering the very competitive nature of this business, we require the confidentiality agreement to cover our proprietary and non-public information. How will your business people know if it is proprietary? If the information is produced, prepared or generated by Bloomberg officers, personnel and consultant and it pertains to Bloomberg business, then we can claim and your business people should know that they are proprietary information. (Please note also that GGAM is already protected by clause 5 which enumerates the exclusions. Please note that if GGAM does not sign up with Bloomberg, GGAM would have no legitimate interest in all the confidential, proprietary and non-public information that Bloomberg will provide to GGAM. On the other hand, if GGAM signs up with Bloomberg, then this provision will be replaced by the confidentiality clause in that Agreement.

We can't accept the non-use clause because it could be interpreted as a non-compete, which I don't believe is your intended purpose. Happy to discuss at your convenience.

BT Comment: How can the provision which prohibits GGAM from using our confidential information for any other purpose than what the confidential information was given in the first place be construed as a non-compete? Again we will emphasize that if GGAM does not sign up with Bloomberg, GGAM will have no legitimate use of the confidential information that Bloomberg has provided to GGAM under this Agreement. We will also point out that if GGAM can prove that the information falls under the exclusions in Clause 5, then this prohibition does not apply.

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> 2. We need the ability to disclose confidential information to  
> potential investors. How else can we assist in raising capital? Anyone  
> we share the confidential info with will also be subject to this NDA.  
>  
> BT Comment: This Confidentiality Agreement is for the sole purpose of  
> allowing GGAM access to our confidential information to allow GGAM to  
> evaluate whether it wants to sign up with Bloomberg or not. Bloomberg  
> is not asking GGAM to raise capital for the Project. If GGAM signs up  
> with Bloomberg, another Agreement with a separate confidentiality  
> clause will apply. GGAM is therefore not allowed to disclose the  
> information it obtained under this adhoc Confidentiality Agreement to  
> "potential investors".  
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> We are subject to many regulatory regimes, both in the gaming and  
> financial services sectors. We need the ability to disclose  
> confidential information to our regulators and are required to do so  
> upon their request.  
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> BT Comment: We are dealing with GGAM, not Cantor. Why are we being  
> subjected to the regulations applicable to Cantor?  
> If laws and regulations applicable to GGAM will require disclosure of  
> our confidential information obtained here (for GGAM's evaluation of  
> whether it wants to sign up with Bloomberg or not), then GGAM needs to  
> inform us as soon as possible and it should allow and assist us in  
> obtaining a court order to contest or limit such disclosure of our  
> confidential information.  
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> 3. As an SEC/FDIC/FINRA regulated financial services firm, Cantor is  
> required to retain all emails etc on servers. We are not permitted to  
> delete our tape. Any info we keep will be subject to the NDA's  
> non-disclosure provisions.  
>  
> BT Comment: We are dealing with GGAM, not Cantor. Why are we being  
> subjected to regulations applicable to Cantor?  
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> 4. 2 years is fine.  
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> BT Comment: Thank you  
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> 5. Thank you.  
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> Russel, if you want to discuss this in the next hour, you can call my  
> mobile #+63917 534 4476.